

**CENTRAL VALLEY FLOOD PROTECTION PLAN  
PROGRAM ENVIRONMENTAL IMPACT REPORT  
LEAD AGENCY AGREEMENT**

This lead agency agreement ("Agreement") for the Central Valley Flood Protection Plan Program Environmental Impact Report ("PEIR") is made by and between the California Department of Water Resources and the Central Valley Flood Protection Board this \_\_\_\_ day of \_\_\_\_, 2010.

**RECITALS**

- A. The California Department of Water Resources ("DWR") and the Central Valley Flood Protection Board ("Board"), formerly the Reclamation Board, ~~are, are each~~ each a "public agency" as defined by California Public Resources Code §21063 for purposes of the California Environmental Quality Act ("CEQA"), Public Resources Code § 21000 et seq., and its implementing regulations, 14 California Code of Regulations, § 15000 et seq. ("CEQA Guidelines").
- B. The Board is a state agency charged, pursuant to California Water Code §8534, with enforcing, on behalf of the State of California, appropriate standards for the construction, maintenance, and protection of levees, embankments and channels that will best protect the public from floods. In addition, the Board is authorized to cooperate with the United States in the planning, construction, operation and maintenance of flood projects within the area of the Board jurisdiction. (See Water Code Section 8615.)
- C. DWR has supervisory power over the maintenance and operation of the Sacramento River Flood Control Project ("SRFCP") pursuant to Water Code Section 8350, maintains specifically enumerated portions of the SRFCP pursuant to Water Code Section 8361 and maintains specific SRFCP levees within maintenance areas established by the Board pursuant to Water Code Section 12878.
- D. California voters passed the Disaster Preparedness and Flood Prevention Bond Act (Proposition 1E) and the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act (Proposition 84) in 2005, providing a combined \$5 billion in state funding for improving flood risk management.
- E. The California Legislature in 2007 passed five inter-related bills aimed at addressing the problems of flood protection and flood damage liability and directing the use of bond funds, including Senate Bills 5 and 17, and Assembly Bills 5, 70, and 156. Primary authorization for the Central Valley Flood Protection Plan ("Plan") originates in Senate Bill 5, also known as the Central Valley Flood Protection Act of 2008.

- F. Senate Bill 5 provides that DWR shall prepare the ~~Plan by~~ Plan by January 1, 2012. (Water Code Section 9612). The required contents of the Plan are described in Water Code Section 9614. DWR is preparing the Plan to reflect a system wide approach to improve flood management in the lands currently ~~protected by~~ protected by existing facilities of the State Plan of Flood Control. As part of this planning effort, DWR is charged with a number of inter-related activities including: (1) preparing preliminary maps of 100 and 200 year flood plains protected by project levees; (2) performing comprehensive levee geotechnical evaluations; and (3) initiating system-wide hydraulic and hydrologic modeling.
- G. DWR is authorized to implement flood protection improvements for urban areas prior to the adoption of the Plan if DWR makes specific findings required by Water Code Section 9613.
- H. DWR is required to develop cost sharing formulas for repairs and improvements for facilities covered by the Plan. (Water Code Section 9625.)
- I. The Board is required to adopt the Plan by July 1, 2012, after conducting at least two hearings on the Plan. (Water Code Section 9612(b).)
- CEQA requires the lead agency to prepare an environmental impact report or other CEQA document. The lead agency is the public agency that has the principal responsibility for carrying out or approving a project. (CEQA Guidelines §15367.) When two or more agencies have a substantial claim to be lead agency, the public agencies may, by agreement, designate an agency as the lead agency for the project. (CEQA Guidelines § 15051(d).)
- J. Upon adoption of the Plan by the Board, DWR intends to implement and carryout the Plan in the following ways:
1. DWR would maintain the portions of the Sacramento River Flood Control Project for which it is responsible pursuant to the Plan, including performing structural rehabilitation where necessary and removing sediment that interferes with operations;
  2. DWR would implement various FloodSAFE programs consistent with the ~~P~~plan, including the Early Implementation Program, Delta Levee Program, Local Levee Assistance Program and the Flood ~~Pro~~tjection Corridor Program;
  3. DWR would carry out appropriate emergency response activities throughout the Central Valley and the Delta consistent with the Plan;
  4. DWR would continue to evaluate project levees and implement rehabilitation and improvements consistent with the Plan through the appropriate FloodSAFE Program;



5. DWR would develop and implement an advanced mitigation program for flood projects in the Central Valley;

6...DWR would develop and implement, in coordination with the Board, environmental stewardship actions identified in the adopted Plan.

J.K. Both DWR and the Board have substantial claims to be the CEQA lead agency for the PEIR.

K.L. DWR and the Board desire that DWR serve as the lead agency under CEQA for the creation of the PEIR to facilitate the efficient preparation of the PEIR.

THEREFORE, in consideration of the above recitals and of the mutual promises herein contained, the Board and DWR hereby agree as follows:

1. Purpose

The purpose of this Agreement is to set forth the agreement between the Board and DWR regarding their respective responsibilities as a responsible agency and as a lead agency for creation of the PEIR. The parties agree that a PEIR under CEQA should be prepared for the Plan.

2. Duties of DWR

a. Designation of Lead Agency

DWR shall act as lead agency under CEQA for the preparation, review and certification of the PEIR, as provided herein.

b. CEQA Compliance

As lead agency under CEQA, DWR shall be responsible for ensuring compliance with all requirements of CEQA and the CEQA Guidelines, preparing a Notice of Preparation and providing for the sufficiency and scope of the PEIR.

c. Administrative Record

DWR shall keep and maintain the official administrative record file for the PEIR and shall be responsible for ensuring that the files include all materials required for CEQA compliance.

d. Coordination with the Board

DWR shall make available to the Board a copy of ~~the an administrative draft~~ PEIR and copies of the materials relied upon in the creation of the PEIR prior to public release of any draft PEIR and prior to DWR's certification of the PEIR to obtain input from the Board.— DWR shall also communicate progress to the Board as is reasonable and necessary for the Board to effectively cooperate with and aid DWR in complying with CEQA and CEQA Guidelines. If changes are

made to the Plan based on Board ~~comments-review~~ and additional CEQA compliance is required due to the changes, DWR will ~~draft-prepare~~ any additional edits or documents needed.

3. Duties of the Board

a. Designation of Responsible Agency

The Board shall act as a responsible agency under CEQA for the review of the PEIR, as provided herein.

b. Cooperation

The Board shall cooperate with DWR in performing DWR's duties as a lead agency under CEQA and the CEQA Guidelines. The Board shall respond in a timely manner and in good faith to all inquiries from DWR related to CEQA compliance.

c. Review and Comment

As a responsible agency, the Board shall independently consider the ~~PEIR~~ and PEIR and reach its own conclusion on whether and how to approve the Plan prior to the Board's adoption of the Plan in reliance of the PEIR. The Board may submit comments on the Notice of Preparation, draft PEIR and final PEIR to DWR.

4. Financial Responsibility

DWR shall bear the full financial responsibility for the development of the PEIR and its compliance with CEQA and CEQA Guidelines.

5. Disputes between the Parties

If disputes arise between the Board and DWR during the term of this Agreement, both agree that, prior to commencing any litigation, they will promptly attempt to resolve the dispute through the process provided in the Memorandum of Agreement between DWR and Board.

Reservations

This Agreement is an agreement for the limited purpose described in paragraph 1, and nothing herein shall be construed to extend the purpose or the rights and authority of either the Board or DWR beyond such limited purposes. The Board and DWR understand and agree that by entering into this Agreement, they are not forming a joint venture or partnership, or contractually agreeing to delegate or modify their respective responsibilities under applicable law.

IN WITNESS WHEREOF, the Board and DWR hereto have caused this Agreement to be executed as of the date first set forth above.

Central Valley Flood Protection Board

Department of Water Resources

\_\_\_\_\_  
By: Benjamin F. Carter, President

\_\_\_\_\_  
By: Dale Hoffman-Floerke, Deputy Director

Attested to by:

\_\_\_\_\_  
Maureen (Lady Bug) Doherty, Secretary

Approved as to legal form and  
sufficiency for DWR:

\_\_\_\_\_  
Nancy E. Finch, Staff Counsel III